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which the work shall be done by municipal corporations invested with discretionary powers in the premises.

4. MUNICIPAL CORPORATIONS—*Delegation of powers over streets.* It is not an undue delegation of power for a municipal corporation to confide to the street committee the execution of work, where the work has been ordered and the manner of its execution prescribed by the council.

5. RES JUDICATA.—*Estoppel.* If the subject-matter of two suits be different, though the parties are the same, the decree in the first suit is no estoppel to the proceedings in the second.

STRICKLAND V. GRAYBILL.—Decided at Richmond, November 16, 1899.—*Keith, P.*

1. FALSE REPRESENTATIONS—*Matter of fact.* The representation by a vendor of a patent right that he has been offered a given sum for it, is the statement of a material fact, as the chief element of its value is the readiness with which it may be sold.

2. FALSE REPRESENTATIONS—*Set-offs—Sec. 3299 of Code—Rescission.* In an action on notes given for a patent right, if the defendant claims that he has been damaged by fraud or misrepresentation in the procurement of the notes, he may file a special plea under sec. 3299 of the Code, and have set off against the plaintiff's demand the amount of damages sustained by him in consequence of such fraud and misrepresentation. This does not require a rescission of the contract in suit and a reinvestment of the vendor with the title.

3. PLEADING—*Plea under sec. 3299 of Code—Scienter.* A plea under sec. 3299 is sufficient which avers that the statements of facts were falsely and fraudulently made for the purpose of procuring the contract; that they were material; that they were untrue; and that the defendant to whom they were made relied upon them, and was by them induced to enter into the contract.

4. CONTRACTS—*Fraud in procurement—Ratification.* The renewal of notes after knowledge of fraud in the procurement of the original notes will not be deemed a ratification of the original transaction where it satisfactorily appears that the maker did not thereby intend to waive his defence or ratify the transaction in consequence of an understanding with the holder that in a certain contingency he would surrender them.

CROWDER, DEEKER & Co. V. GARBER.—Decided at Richmond, November 16, 1899. *Buchanan, J.* Absent, *Keith, P.*

1. FRAUDULENT CONVEYANCES—*Husband and wife—Presumption—Competency of wife as witness.* In a contest between the creditors of the husband and the wife the presumption is against the *bona fides* of the transaction, which she must overcome by clear and satisfactory evidence. In such contest the wife is not a competent witness. In the case in judgment the requisite evidence to sustain the deed from the husband to the wife has not been furnished.